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Via Hand Delivery

July 13, 2007

Connecticut Siting Council
David Martin, Analyst
10 Franklin Square
New Britain, CT 06051

RE: Docket No. 331 - Sprint/East Haven - Responses to Interrogatories


Dear Mr. Martin:

Enclosed for filing are an original and twenty copies of Sprint Nextel Corporation's Responses to the Siting Council's Interrogatories in this matter.

Due to a software upgrade, I have also enclosed (with the responses to the Interrogatories) two revised coverage plots ("Coverage from Existing" and "Coverage with Proposed") to replace those provided under Tab 10 in the Application. The plots provided in response to the Interrogatories were generated with recently upgraded software. Therefore, in order to maintain consistency and to avoid even the smallest variation, we have recreated the plots provided in the Application so all the plots referenced during the hearing will have been created with the same software. I apologize for any confusion this creates.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
Thomas J. Regan

Enclosures

40242536 v1 - MERCIECM - 080563/3233

**STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL**

Sprint Nextel Corporation's Application for a : **Docket No. 331**
Certificate of Environmental Compatibility and Public :
Need for the Construction, Maintenance and Operation :
of a Telecommunications Facility Located at 836 :
Foxon Road, East Haven, Connecticut. : July 13, 2007

SPRINT NEXTEL CORPORATION'S RESPONSES TO INTERROGATORIES

1. When did Sprint begin looking for a site in this area of East Haven?
Sprint issued its search area request for this site on May 3, 2004.
2. Has Sprint received any indications that the Town of East Haven might be interested in using this tower for its antennas?
At this time the Town of East Haven has not expressed any interest in using the tower.
3. There seems to have been an unusually long time period between the notice to the municipalities and the submittal of the application to the Siting Council. Is there a particular reason for this?
The due diligence on this Site was originally performed for Sprint by a different set of consultants. Upon transferring responsibility for the Site to Transcend Wireless, VHB and CSquared Systems, issues with the due diligence performed by the previous consultants became apparent. To ensure the due diligence was accurate and thorough, Sprint decided to take the additional time necessary to review and/or redo all of the due diligence for this Site. In addition, while the due diligence was being reviewed the property was sold and Sprint needed to coordinate its plans with the new property owner.
4. Identify the distance and direction to the closest residence from the proposed tower location. Who owns this property?
The nearest residence, owned by Rashid and Rabiq Khan, is approximately 141 feet south of the Facility.
5. How many residences are located within 1,000 feet of the proposed tower location?
There are approximately 130 residences within 1,000 feet of the Facility.

6. Identify the properties onto which the tower's setback radius would encroach.
The setback radius only encroaches on the property directly to the east which is the small strip of land between the subject property and Fox Ridge Drive owned by Nutmeg Housing Development.
7. Is it possible to engineer a flagpole tower with a yield point in it? Would Sprint be willing to do this to reduce the effective distance of the setback radius?
Yes, Sprint would be willing to engineer a flagpole tower with a yield point to keep the setback radius on the subject property.
8. How much cut and fill would be required to develop the proposed site?
There will be a negligible amount of cut and fill necessary at this Site. The only ground disturbance will be for the equipment pad, tower foundation, and fence post installation.
9. Would any blasting be required to develop the proposed site?
No blasting will be required.
10. Provide a copy of Sprint's lease with the owners of the host property.
Attached is the lease with the rental payment amounts redacted.
11. Would Sprint's proposed 20' by 20' compound be large enough to accommodate two additional carriers?
No, Sprint's compound will not be large enough to accommodate additional carriers.
12. Sprint's site plans show two separate areas identified as future carrier lease areas. If these areas were to be developed would they be incorporated into Sprint's compound or would they remain separate areas?
Each carrier will be required to enter into a lease with the property owner for space to house their base station equipment.
13. Would Sprint's compound be combined with AT&T's existing compound or would it be separately enclosed?
No, Sprint's compound will be separate from AT&T's compound.

14. With what existing or proposed sites would the antennas at the proposed site hand off signals? Identify by address and identification number. How far are these sites from the proposed site? Provide the height of Sprint's antennas at each site.

The six sites this Facility will potentially hand off to are as follows:

1 – CT03XC033

177 Feet

2.158 Miles

150 Foxon Road, N. Branford, CT 06405

2 – CT43XC820

98 Feet

1.739 Miles

120 Universal Dr., North Haven, New Haven CT 06513

3 – CT03XC012

68 Feet

2.162 Miles

315 Peck Street, New Haven, New Haven CT 06513

4 – CT58XC955

96 Feet

2.038 Miles

355 Ferry Street, New Haven, New Haven CT 06503

5 – CT59XC929

70 Feet

2.811 Miles

389 Forbes Ave, New Haven, New Haven CT 06512

6 – CT03XC001

103 Feet

2.881 Miles

65 Messina Drive, East Haven, CT 06512

15. AT&T has antennas on the Planet Fitness building. Why wouldn't Sprint's antennas be able to cover the target area from the top of this building or a similar one in the vicinity?

The Planet Fitness building is too low to provide adequate coverage for Sprint. Due to terrain limitations neither this nor any other building in the area will fulfill Sprint's coverage requirements.

16. Would the utility lines from the existing transformer to Sprint's compound be underground or above ground?

The utilities will be underground.

17. Drawing Z5 of the site plans after Tab 8 show a six-foot high fence with vinyl pickets. The narrative on page 12 refers to an eight-foot high fence. Which is correct?

The fence will be eight feet high.

18. Does Sprint currently use fuel cells as backup generators at any of its Connecticut tower sites? If yes, how many? Does Sprint plan to use a fuel cell at the proposed site or have any plans to install them at any existing or future sites in Connecticut?

Sprint is not considering using a fuel cell at this Facility. In Connecticut Siting Council Petition 707, the Council granted Nextel Communications of the Mid-Atlantic, Inc. permission to install a 5kW fuel cell system at 188 Moody Road, Enfield, Connecticut. This project was never completed. No other fuel cells have been implemented by Sprint in Connecticut.

To date, Sprint has implemented approximately 200 fuel cells nation wide and is currently evaluating fuel cells as a means of secondary power in Connecticut. However, Sprint is still investigating implementation of fuel cells in Connecticut. Issues such as the availability of hydrogen suppliers that are willing to install, refill and perform leak tests on the fuel cells are still being researched.

19. What is the length of the coverage gap on Route 80 that Sprint seeks to close from this site? Would Sprint be able to close these gaps completely from this site? If not, how would Sprint be able to close these gaps?

Sprint is currently experiencing approximately a half mile coverage gap along Route 80. The proposed Facility will close that gap.

20. What distance would be covered on Route 80 by this site?

This Facility will cover approximately 1.8 miles along Route 80.

21. What are Sprint's licensed operating frequencies?

For its CDMA network, Sprint's transmit frequencies are 1950-1965 MHz and its receive frequencies are 1870-1885 MHz.

22. What would be the total area Sprint could cover from the proposed site?

The total beneficial area covered by this Site is 4.5 square miles.

23. Provide a propagation map, at the same scale as the maps provided in the application, showing just the coverage from the proposed site.

Attached.

24. Provide a propagation map, at the same scale as the maps provided in the application, showing what Sprint's coverage would be at 10 feet below its antennas' proposed height of 97 feet.

Attached.

25. How many residences would have seasonal views of the proposed tower?

Sprint anticipates that 18 residences will have a seasonal view of the tower.

26. Has Sprint received any determination from the FAA regarding the air navigation hazard potentially posed by the proposed tower? Would this tower need to be lit?

Sprint has received a determination from the FAA indicating that this Facility will not pose a hazard to air navigation. The determination is attached hereto.

27. How far and in what direction is the nearest wetland?

According to the DEP's GIS data, there is a wetland area approximately 1,500 feet to the northwest across Route 80 as well as one due south approximately 1,500 feet.

Respectfully submitted,
Sprint Nextel Corporation

By: 

Thomas J. Regan
Brown Rudnick Berlack Israels LLP
CityPlace I, 185 Asylum Street
Hartford, CT 06103-3402
(860) 509-6500 (office)
(860) 509-6501 (fax)
Its Attorney

Certificate of Service

On July 13, 2007, a copy of Sprint Nextel Corporation's Responses to Interrogatories was sent via first class mail to:

Cellco Partnership d/b/a Verizon Wireless

c/o

Kenneth C. Baldwin, Esq.

Robinson & Cole LLP

280 Trumbull Street

Hartford, CT 06103-3597

kbaldwin@rc.com

Omnipoint Communications, Inc. (T-Mobile)

c/o

Carrie L. Larson, Esq.

Cohen and Wolf, P.C.

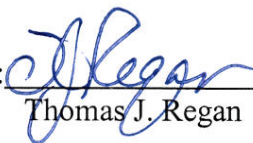
1115 Broad Street

P.O. Box 1821

Bridgeport, CT 06601-1821

clarson@cohenandwolf.com

By:


Thomas J. Regan

40242313 v1 - MERCIECM - 080563/3232

SITE AGREEMENT

Site Name: Manhattan Fitness

Sprint Site ID #: CT60XC953D

1. Premises and Use. Owner leases to Sprint Spectrum L.P. a Delaware Limited Partnership ("Sprint"), the site described below [Check all appropriate boxes]:

- ☒ Land consisting of approximately 400 square feet upon which Sprint will construct its:
 - ☒ base station equipment and ☒ antenna support structure;
- ☐ Building interior space consisting of approximately _____ square feet for placement of base station equipment;
- ☐ Building exterior space consisting of approximately _____ square feet for placement of base station equipment;
- ☐ Building exterior space for attachment of antennas;
- ☐ Tower space between the _____ foot and _____ foot level on the tower for attachment of antennas;

as well as space required for cable runs to connect its equipment and antennas in the location(s) shown on Exhibit A attached, together with non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint (the "Site"). The Site will be used by Sprint for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Sprint will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the first day of the month following the date that both Owner and Sprint have executed this Agreement ("Lease Commencement Date"). This Agreement will be automatically renewed for 4 additional terms of 5 years each (each a "Renewal Term"), unless Sprint provides Owner with notice of its intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Owner acknowledges receipt of the one-time aggregate payment of _____ which is the entire rent due for the period from the Lease Commencement Date until the Rent Commencement Date. The Rent Commencement Date is defined as the earliest to occur of the following: (a) the first day of the month that is 60 days after the issuance of the Sprint building permit, or (b) the first day of the month that is 60 days after the date Sprint commences construction of the Facilities at the Site. Starting on the Rent Commencement Date and on the first day of every month thereafter, Sprint will pay rent in advance in equal monthly installments of _____ (one thousand eight hundred fifty dollars), until increased as set forth herein. Rent for each successive five-year Renewal Term will increase by _____ over the rent in effect for the prior five-year term. Notwithstanding anything contained in this Section, Sprint's obligation to pay rent is contingent upon Sprint's receipt of a W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner.

4. Title and Quiet Possession. Owner represents and warrants to Sprint and further agrees that: (a) it is the owner of the property of which the Site is a part; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Sprint is entitled to access the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Sprint is not in default beyond the expiration of any cure period; and (e) Owner will not have unsupervised access to the Site or to the Facilities.

5. Assignment/Subletting. Sprint will have the right to sublease a portion of the Site or assign its rights under this Agreement without notice to or consent of Owner. If more than two co-locators are added, then landlord will receive a commission of _____ of all rental beyond the initial two.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid or when sent via overnight delivery. Notices to Sprint are to be sent to: Sprint Contracts & Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, with a copy to: Sprint Law Department, Mailstop KSOPHT0101-Z2020, 6391 Sprint Parkway, Overland Park, Kansas 66251-

2020, Attn: Sprint Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. Sprint may, at its expense, make improvements on the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Sprint with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. Upon termination or expiration of this Agreement, Sprint may, but is not obligated to, remove the Facilities.

8. Compliance with Laws. Owner represents and warrants to Sprint that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Sprint will resolve technical interference problems with other equipment located at the Site on the Lease Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any equipment after the Lease Commencement Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site.

10. Utilities. Owner represents and warrants to Sprint that all utilities adequate for Sprint's intended use of the Site are available at or near the Site. Sprint will pay for all utilities used by it at the Site. Owner will grant any easement(s) or other instrument(s) reasonably required by Sprint or the utility company in order to provide utility service required by Sprint for its intended use of the Site throughout the Initial Term and each Renewal Term. If there is a loss of electrical service at the Site, Sprint may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A.

11. Termination. Notwithstanding any provision contained in this Agreement, Sprint may, in Sprint's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Owner. Upon termination of this Agreement, except in cases where this Agreement is terminated due to Owner's failure of proper ownership or authority or other default by Owner, Sprint will pay to Owner a termination fee in the amount _____.

12. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Subject to Section 17 hereof, Owner and Sprint each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

14. Hazardous Substances. Owner represents and warrants to Sprint that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint will not introduce or use any Substance on the Site in violation of any applicable law. Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of Sprint.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Sprint from the holder of any mortgage or deed of trust.

Site Name: Manhattan Fitness

Sprint Site ID #: CT60XC953D

16. Property Taxes. Sprint will pay Owner any increase in Owner's real property taxes that is directly attributable solely to any improvements to the Site made by Sprint. Owner must pay prior to delinquency, all property taxes and assessments attributable to the property of Owner of which the Site is a part. Within 60 days after receipt of evidence of Owner's payment, Sprint will pay to Owner any increase in Owner's real property taxes which Owner demonstrates, to Sprint's satisfaction, is solely attributable to any improvements to the Site made by Sprint.

17. Insurance. Sprint will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days after Sprint's receipt of a written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

18. Maintenance. Sprint will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Sprint for the reasonable costs incurred by Sprint to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Sprint a recordable Memorandum of Agreement in the form of **Exhibit B**, attached; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to

receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and _____.

OWNER:

[RBM, Inc.],

a(n) _____

By: _____

Name: Benjamin MarzuccoTitle: President and CEO

Date: _____

Taxpayer ID: _____

Address: 836 Foxon Road
East Haven, CT 06512Contact Phone Number: 203-467-5860

Email address: _____

☐ See Addendum to Site Agreement for continuation of Owner signatures

SPRINT:

Sprint Spectrum L.P., a Delaware Limited Partnership

By: _____

Name: JAMES G. MEYERSTitle: AVP-Site DeliveryDate: 12/21/04

Sprint Contracts & Performance Hotline: 800-357-7641

Owner Initials: AMSprint Initials: JM

Attach Exhibit A - Site Description

Attach Exhibit B - Memorandum of Agreement Form

Site Name: Manhattan Fitness

Sprint Site ID #: CT60XC953D

**EXHIBIT A
TO SITE AGREEMENT**

Site Description

Site located at , #836 Foxon Road situated in the City of East Haven, County of New Haven, State of Connecticut commonly described as follows:

NORTH: By Foxon Road, also known as Route 80, 100 feet more or less;

EAST: By land now or formerly of William E. Pratt, 483 feet, more or less;

SOUTH: By land now or formerly of William D. Kittler, 100 feet, more or less; and

WEST: By land now or formerly of Julia A. Callahan, 483 feet, more or less.

Owner Initials:

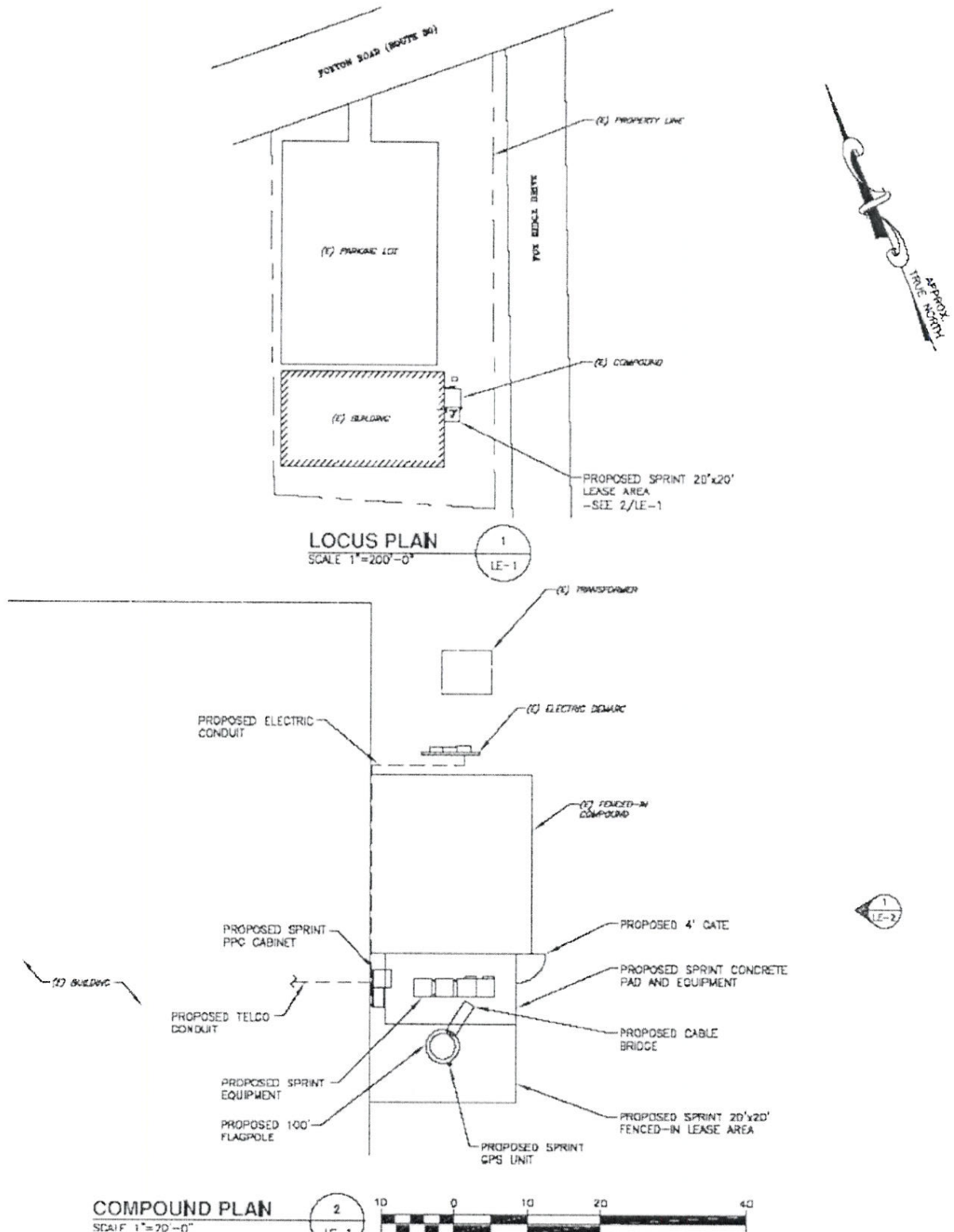


Sprint Initials:



Site Name: Manhattan Fitness

Sprint Site ID #: CT60XC953D

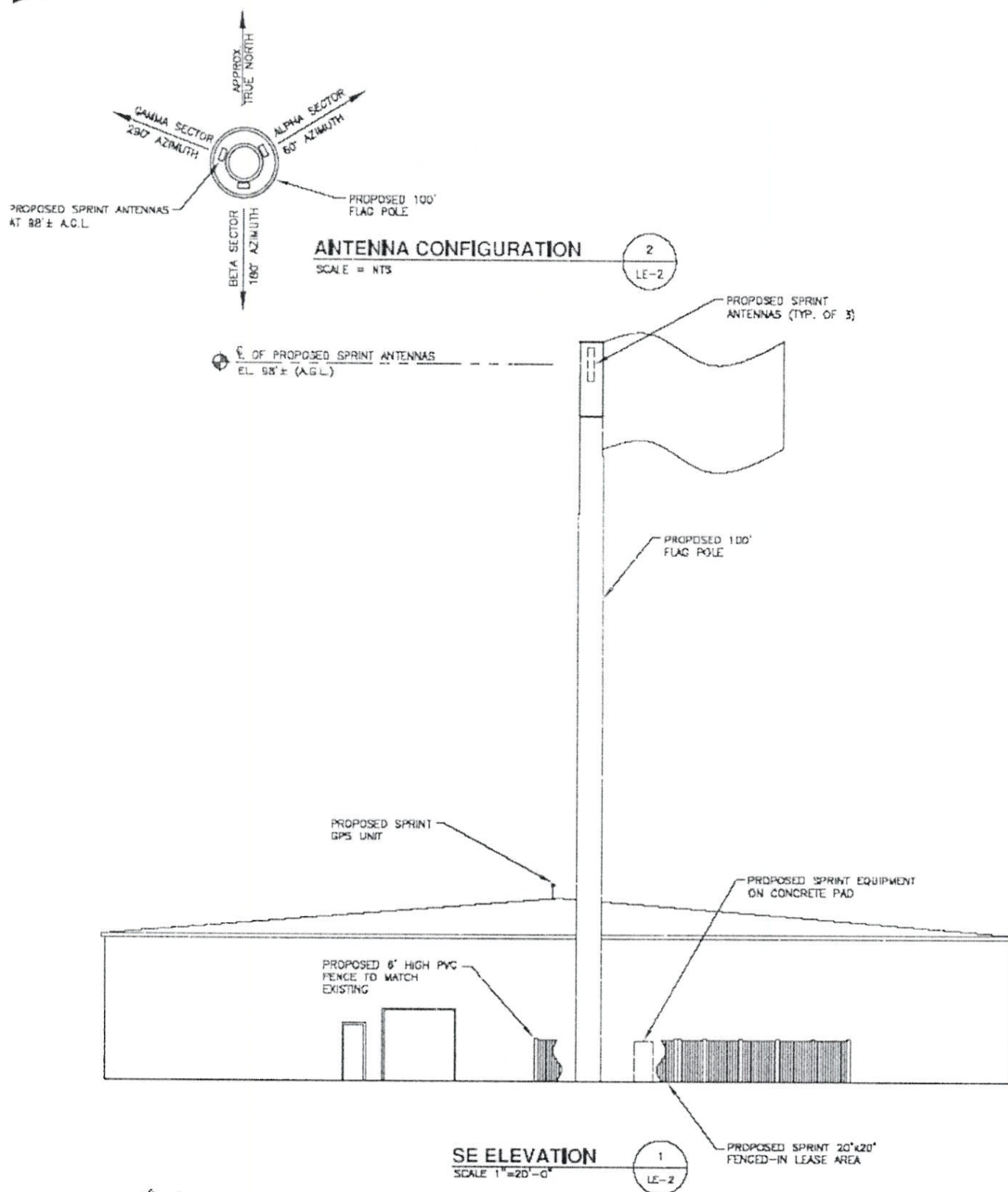


Owner Initials: *[Signature]*

Sprint Initials: *[Signature]*

Site Name: Manhattan Fitness

Sprint Site ID #: CT60XC953D

Owner Initials: *FW*Sprint Initials: *[Signature]*

Note: Owner and Sprint may, at Sprint's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located or an as-built drawing depicting the Site.

**[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

This Memorandum of Agreement ("Memorandum") dated October 14, 2004, evidences that a lease was made and entered into by a written Site Agreement (the "Agreement") dated October 14, 2004, between Benjamin Magguzco ("Owner") and Sprint Spectrum L.P., a Delaware Limited Partnership ("Sprint").

The Agreement provides in part that Owner leases to Sprint certain real property owned by Owner and located at 868 Foxon Road, City of East Haven, County of New Haven, State of Connecticut, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Exhibit A attached hereto. The term of the Agreement is 5 years commencing on _____, 20____, which term is subject to 4 additional terms of 5 years each that may be exercised by Sprint.

The parties have executed this Memorandum as of the day and year first above written.

[*RBM, Inc.*)].
$$a(n)$$

By:

Name:

Title:

Address:

Contact Phone Number: 203-467-5860

Email Address: _____

☐ See Addendum to Memorandum of Option Agreement for continuation of Owner signatures.

Sprint Spectrum L.P., a Delaware Limited Partnership

By:

Name: _____


Title:

Address:

Sprint Contracts & Performance Hotline: 800-357-7641

Attach Exhibit A - Site Description

Owner Initials:

Sprint Initials: 

Site Name: Manhattan Fitness

Sprint Site ID #: CT60XC953D

EXHIBIT A TO MEMORANDUM OF AGREEMENT

SITE DESCRIPTION

Site located at , #836 Foxon Road situated in the City of East Haven, County of New Haven, State of Connecticut commonly described as follows:


NORTH: By Foxon Road, also known as Route 80, 100 feet more or less;

EAST: By land now or formerly of William E. Pratt, 483 feet, more or less;

SOUTH: By land now or formerly of William D. Kittler, 100 feet, more or less; and

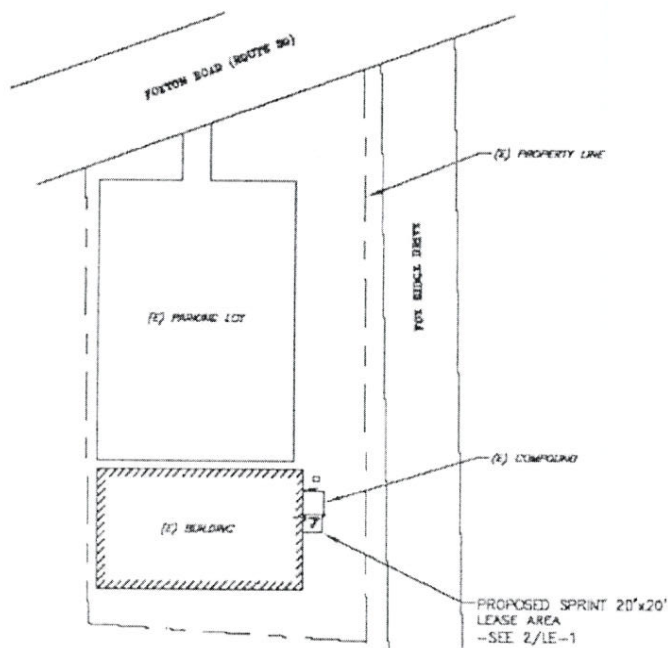
WEST: By land now or formerly of Julia A. Callahan, 483 feet, more or less.

Owner Initials: _____

Sprint Initials: 

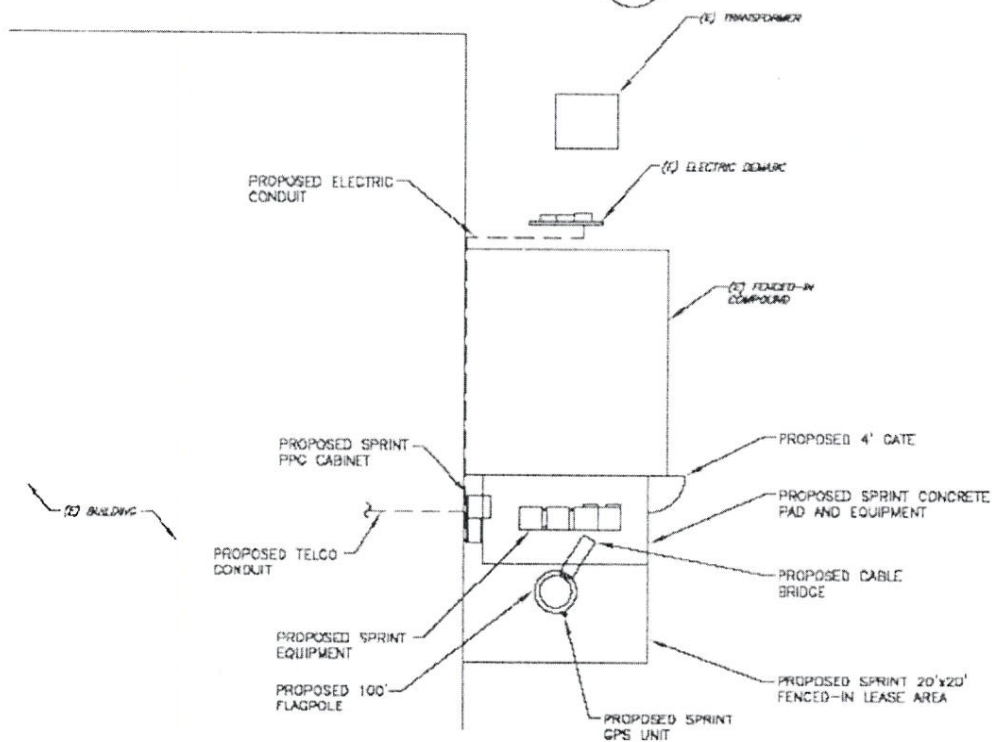
Site Name: Manhattan Fitness

Sprint Site ID #: CT60XC953D



LOCUS PLAN
SCALE 1"=200'-0"

1
LE-1



COMPOUND PLAN
SCALE 1"=20'-0"

2

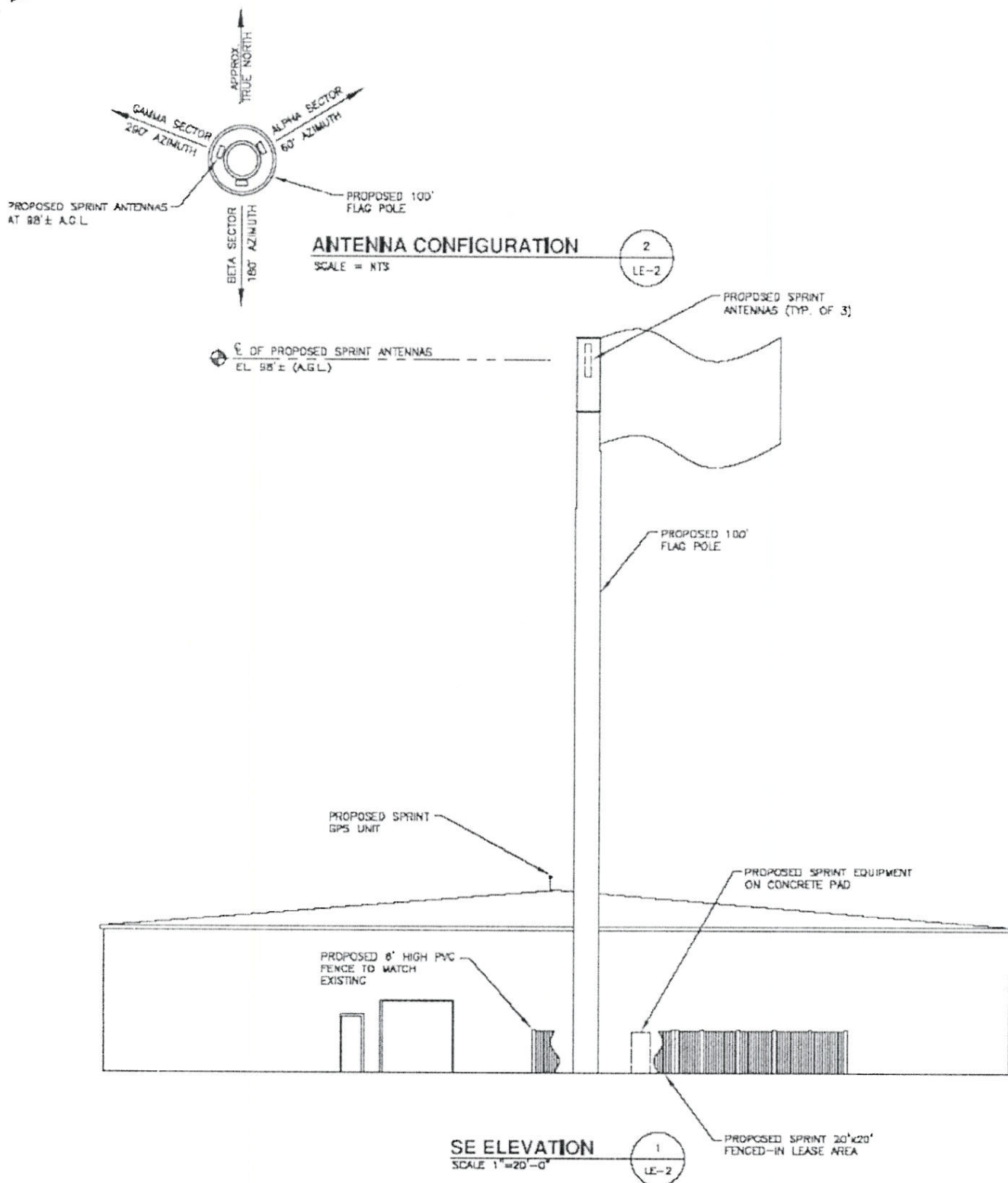


Owner Initials: _____

Sprint Initials: _____

Site Name: Manhattan Fitness

Sprint Site ID #: CT60XC953D



Owner Initials: _____

Sprint Initials: _____

Note: Owner and Sprint may, at Sprint's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located or an as-built drawing depicting the Site.

**[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

Site Name: Manhattan FitnessSprint Site ID #: CT60XC953D**OWNER NOTARY BLOCK:**

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☐ acknowledged before me this 14 day of October, 2004, by (choose one) ☐ as an individual, ☐ Benjamin Maggiano as President of RBM, Inc., a corporation, on behalf of the corporation, or ☐ partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC STATE OF

Louis A. Crisci, Jr.

Commissioner of
Superior Court

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER:

STATE OF

COUNTY OF

The foregoing instrument was (choose one) ☐ attested or ☐ acknowledged before me this _____ day of _____, 20____, by (choose one) ☐ as an individual, ☐ _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or ☐ partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)

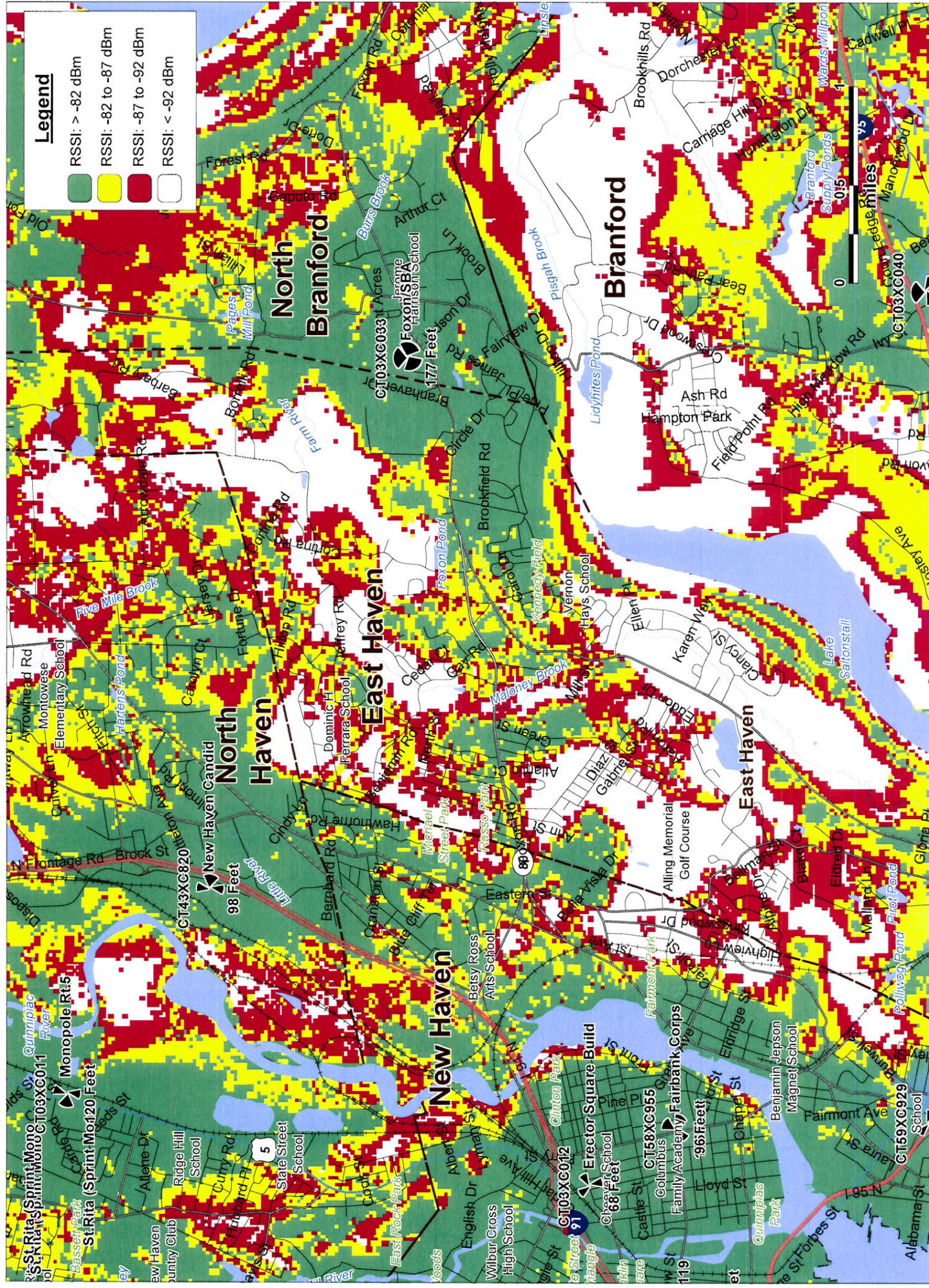
NOTARY PUBLIC STATE OF

My commission expires:

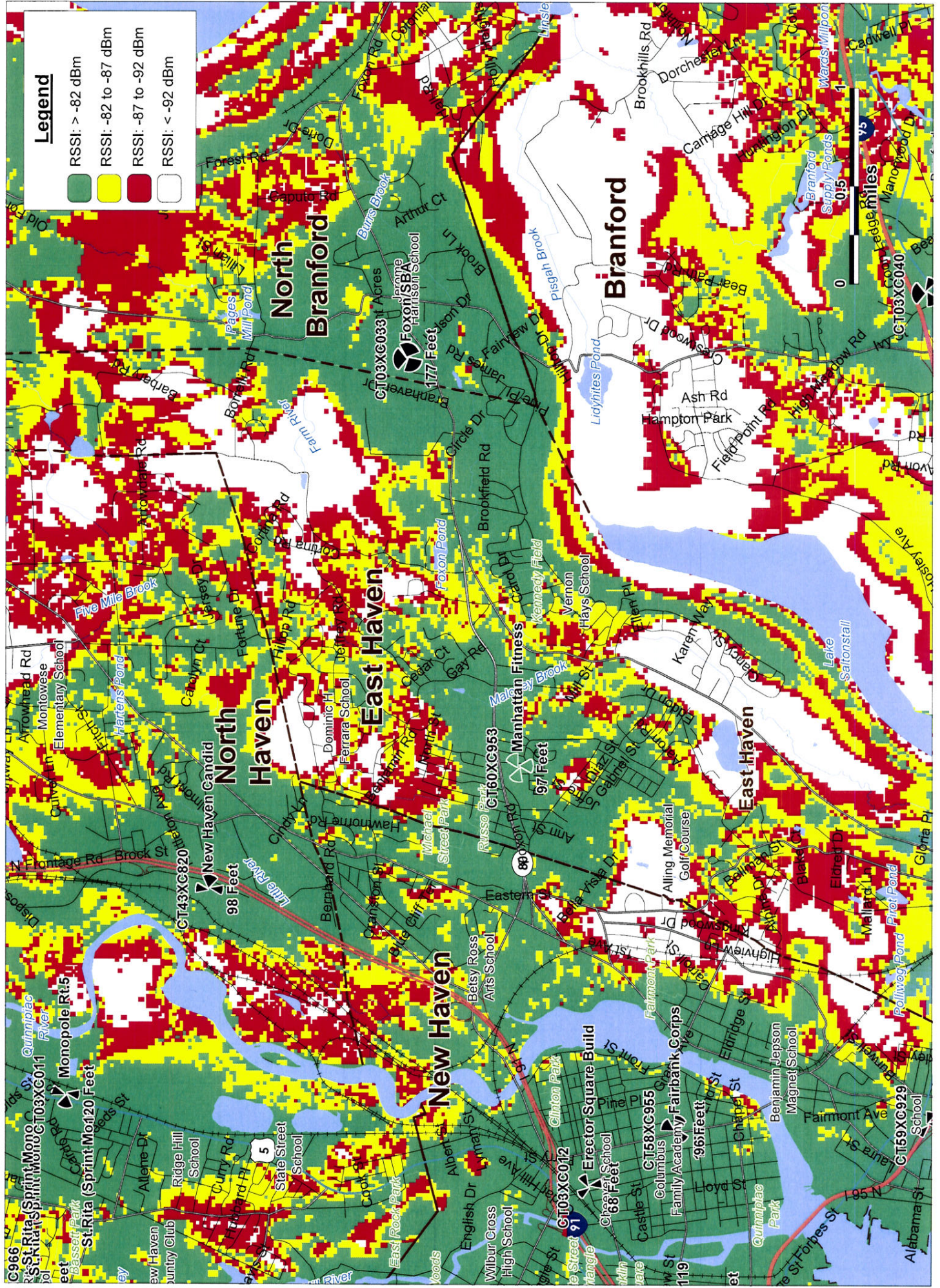
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER:

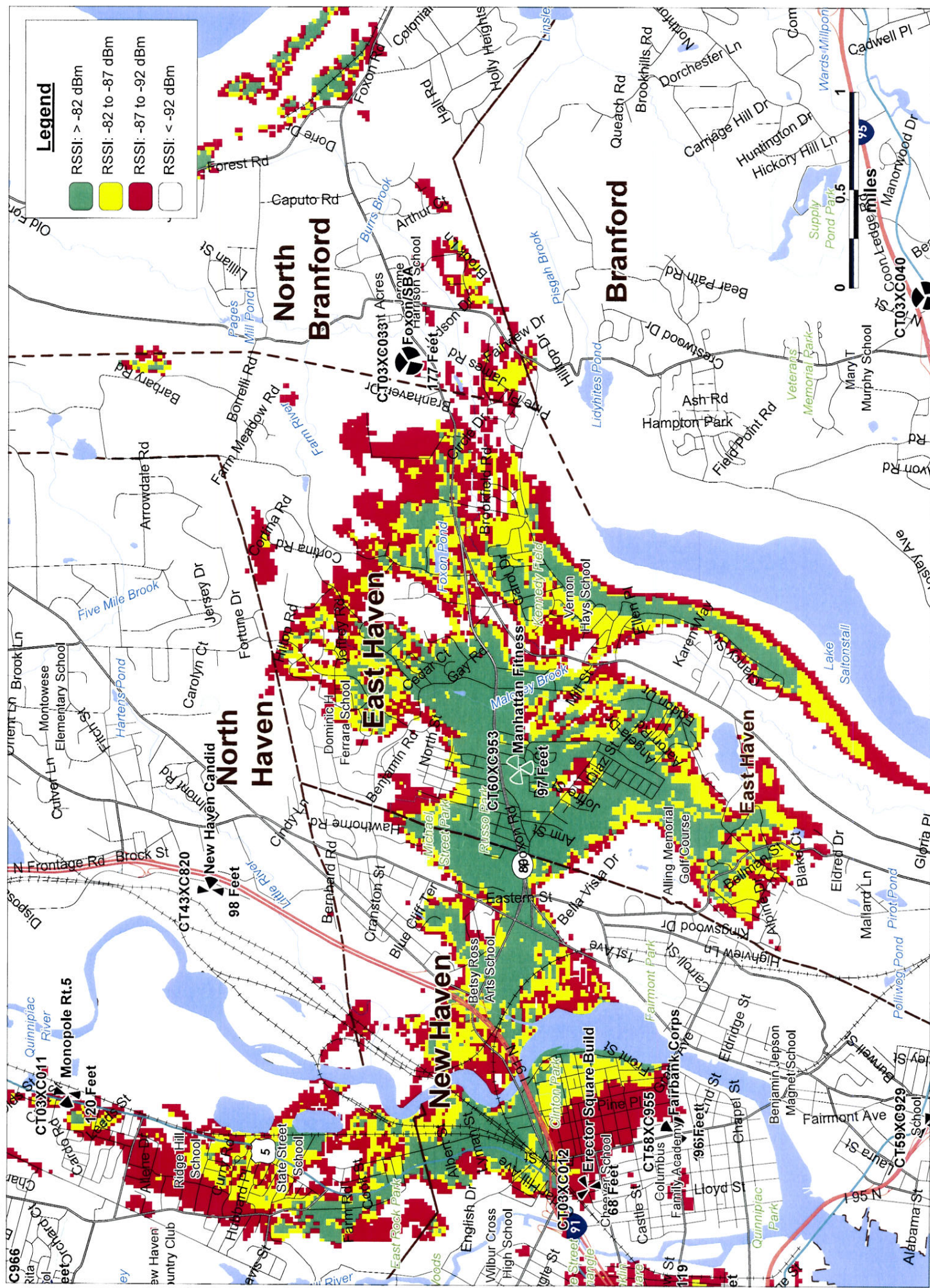
Coverage From Existing



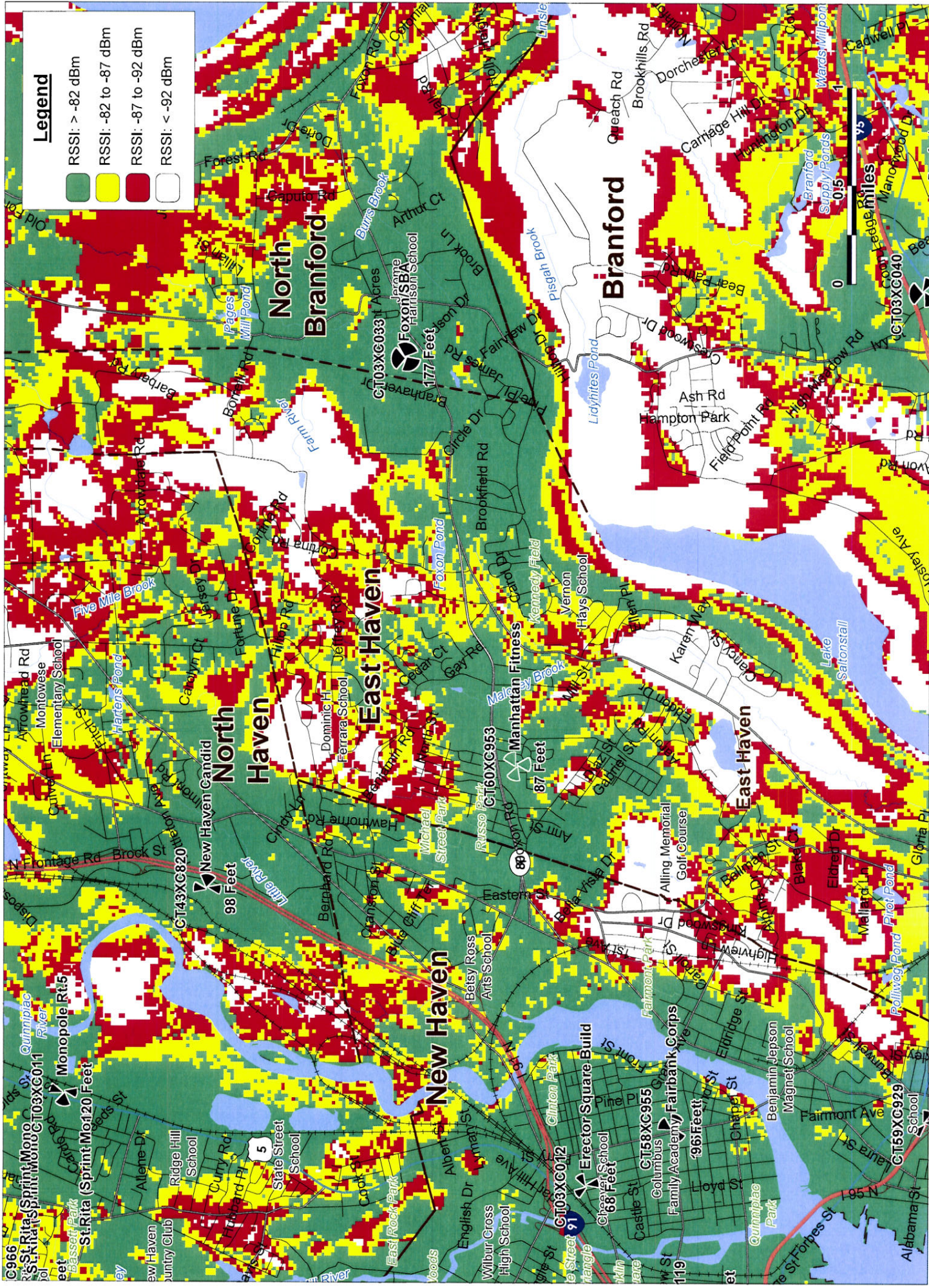
Coverage with Proposed



Coverage From Proposed Site



Coverage with Proposed at 87'





Federal Aviation Administration
New England Regional Office
12 New England Executive Park-ANE-520
Burlington, MA 01803

Aeronautical Study No.
2005-ANE-92-OE

Issued Date: 3/9/2005

THERESA STISO MAYBECK
SPRINT SPECTRUM L.P. (TSM)
1 INTERNATIONAL DRIVE STE 800
MAHWAH, NJ 07495

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure Type: FLAGPOLE w/Antennas
Location: EAST HAVEN, CT
Latitude: 41-19-13.62 NAD 83
Longitude: 72-51-33.74
Heights: 108 feet above ground level (AGL)
265 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does exceed obstruction standards but would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

See attachment for additional information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory Circular 70/7460-1 AC 70/7460-1K.

This determination expires on 9/9/2006 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (781)238-7523. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2005-ANE-92-OE.

Signature Control No: 410883-352389

(EBO)

James Powers
Specialist

Attachment(s)
Additional Information
Case Description
Frequency Data

Additional Information for ASN 2005-ANE-92-OE

ELECTROMAGNETIC STANDARDS EXCEEDED:

The aeronautical study indicates that the structure exceeds the Obstruction Standards of Federal Aviation Regulations (FAR) Part 77 as follows:

Section 77.35, the proposed construction or alteration would derogate the reliability of an aeronautical air navigation facility. Harmful interference to New Haven, CT RCO may exist if the proponent's equipment meets only the minimum FCC requirements. We request a minimum spurious emissions tolerance of 70 dB from the proponent's equipment within the 118-138 MHz frequency band.

This Determination of No Hazard is granted provided the following condition is adhered to:

Upon receipt of notification from the Federal Communication Commission that harmful interference is being caused by the licensee's transmitter, the licensee shall either immediately reduce the power to the point of no interference, cease operation, or take such immediate corrective action as is necessary to eliminate the harmful interference. This condition expires after one year of interference-free operation.



This determination concerns the effect of the proposal on the safe and efficient use of the navigable airspace by aircraft and does not relieve the sponsor of compliance relating to laws, ordinances, or regulations required by other governmental bodies.

Please refer to Aeronautical Study Number 2005-ANE-92-OE in any correspondence

Frequency Data for ASN 2005-ANE-92-OE

| LOW FREQUENCY | HIGH FREQUENCY | FREQUENCY UNIT | ERP | ERP UNIT |
|------------------|-------------------|-------------------|------|-------------|
| 806 | 824 | MHz | 500 | W |
| 824 | 849 | MHz | 500 | W |
| 851 | 866 | MHz | 500 | W |
| 869 | 894 | MHz | 500 | W |
| 896 | 901 | MHz | 500 | W |
| 901 | 902 | MHz | 7 | W |
| 930 | 931 | MHz | 3500 | W |
| 931 | 932 | MHz | 3500 | W |
| 932 | 932.5 | MHz | 17 | dBW |
| 935 | 940 | MHz | 1000 | W |
| 940 | 941 | MHz | 3500 | W |
| 1850 | 1910 | MHz | 1640 | W |
| 1930 | 1990 | MHz | 1640 | W |
| 2305 | 2310 | MHz | 2000 | W |
| 2345 | 2360 | MHz | 2000 | W |

ASR Registration Search

Registration 1249608 [Reference Copy](#)  [Map Registration](#)**Registration Detail**

| | | | |
|----------------|----------------|-------------|---------|
| Reg Number | 1249608 | Status | Granted |
| File Number | A0458294 | Constructed | |
| FAA Study | 2005-ANE-92-OE | EMI | No |
| FAA Issue Date | 03/09/2005 | NEPA | No |

Antenna Structure

Structure Type POLE - Any type of Pole

Location (in NAD83 Coordinates)

| | | |
|-----------------------|----------------------------|----------------|
| Lat/Long | 41-19-13.6 N 072-51-33.7 W | 836 FOXON ROAD |
| City, State | EAST HAVEN , CT | |
| Center of AM Array | | |

Heights (meters)

| | |
|--|--|
| Elevation of Site Above Mean Sea Level | Overall Height Above Ground (AGL) |
| 47.8 | 32.9 |
| Overall Height Above Mean Sea Level | Overall Height Above Ground w/o Appurtenances |
| 80.7 | 32.9 |

Painting and Lighting Specifications

None

Owner & Contact Information

| | | | |
|-----|------------|-------------|-----------|
| FRN | 0005072970 | Licensee ID | L00152704 |
|-----|------------|-------------|-----------|

Owner

SPRINT SPECTRUM LP
Attention To: VALERIE MOORE CT60XC953
1 INTERNATIONAL BLVD STE 800
MAHWAH , NJ 07495

P: (201)684-4292
E: Valerie.H.Moore@MAIL.SPRINT.COM

Contact

P:
E:

Last Action Status

| | | | |
|---------|-------------|----------|------------|
| Status | Granted | Received | 08/02/2005 |
| Purpose | New | Entered | 08/02/2005 |
| Mode | Interactive | | |

Related Applications

08/02/2005 A0458294 - New (NE)

Comments

Comments

None

Automated Letters

08/07/2006

Construction Reminder, Reference 519176

08/03/2005

Authorization, Reference 439966

[CLOSE WINDOW](#)